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JAGDEEP BIDWAL

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

JAGDEEP S. BIDWAL,

Plaintiff,

vs.

UNIFUND CCR PARTNERS,  
UNIFUND PORTFOLIO A, LLC,  
QUALL CARDOT LLP, MATTHEW  
W. QUALL, LANG, RICHERT &  
PATCH, A PROFESSIONAL  
CORPORATION, ELECTRONIC  
DOCUMENT PROCESSING, INC.,  
and JULIO ASCORRA,

Defendants.

Case No: 3:17-CV-2699-LB

**DECLARATION OF ALEXANDER  
B. TRUEBLOOD IN SUPPORT OF  
MOTION FOR AN AWARD OF  
ATTORNEYS FEES AND COSTS**

Date: March 7, 2019  
Time: 9:30 a.m.

1 I, Alexander B. Trueblood, declare as follows:

2 1. I am an attorney at law duly licensed to practice in all courts of the state  
3 of California. I have personal knowledge of the facts stated herein, and if called as  
4 a witness, would competently testify thereto. I am the attorney of record for the  
5 plaintiff Jagdeep Bidwal, along with the Robert Stempler and Brandon A. Block.

6 EDUCATION AND BACKGROUND

7 2. I am the principal of the Trueblood Law Firm, and am a specialist in  
8 consumer law and class actions. I graduated with honors from the University of  
9 California, Berkeley with a B.A. in English in 1984. I obtained my J.D. from  
10 UCLA Law School in 1990, and graduated with membership in the Order of the  
11 Coif. I was awarded two American Jurisprudence awards, for being first in my  
12 class, in the subjects of Legal Research and Writing, and Contracts. I was also  
13 Chief Comments Editor of the UCLA Environmental Law Journal.

14 3. I was admitted to the California Bar in 1990. I worked at the law firm of  
15 Morrison & Foerster LLP for the period 1990 through 1993 as an associate in the  
16 litigation department of the Los Angeles office. I worked on complex disputes  
17 between major corporations in the areas of patent law, antitrust, and insurance  
18 coverage. Subsequently, I joined the firm of Love & Bosserman, specialists in  
19 plaintiff's employment and discrimination cases, as an associate in 1993. Gordon  
20 Bosserman is the former managing partner of the Los Angeles office of Baker &  
21 Mackenzie. At Love & Bosserman, I handled a heavy caseload of contested  
22 wrongful termination, racial and gender discrimination, fraud, and unfair business  
23 practices cases.

24 4. In 1996, I began working for Chavez & Gertler, LLP in San Francisco,  
25 California, a nationally known plaintiff's consumer class action firm. Mark Chavez,  
26 one of the named partners, is on the Board of Directors of the National Association  
27 of Consumer Advocates, and the firm is recognized as a leader in consumer class  
28 actions and consumer law. Jonathan Gertler, the other partner, pioneered the first

1 products liability claims against major needle manufacturers, on behalf of health  
2 worker victims of AIDS needlestick injuries. At Chavez & Gertler, I specialized in  
3 class action consumer litigation, on behalf of consumers, working on scores of class  
4 actions and private attorney general actions brought under California's UDAP  
5 provision, the Unfair Competition Law. I handled several class action cases  
6 involving auto lease overcharges and abuses in force-placed insurance programs. In  
7 1999, I was offered partnership at Chavez & Gertler, but ultimately decided to  
8 depart and form my own firm, the Trueblood Law Firm.

9         5. Starting in 2016, I expanded my law practice to encompass Washington  
10 and Texas, and I became licensed in those jurisdictions at that time. The Trueblood  
11 Law Firm now has offices in Washington, California, and Texas, and brings class  
12 and individual cases principally in the areas of consumer finance and auto  
13 repossessions.

14         6. Over the last 20 years, I have been a leader in the plaintiffs' class action  
15 consumer bar in California. I have been involved on the plaintiffs' side in much of  
16 the class action litigation in California since 1998 involving post-repossession  
17 notice violations of the UCC and California's Rees-Levering Automobile Sales  
18 Finance Act. Since 1998, I have been counsel in class action and private attorney  
19 general cases brought against virtually every lender in the country who operates in  
20 California, for defective post-repossession notices. In 1998, I was one of the first  
21 lawyers in the state to identify and prosecute these class action cases. Over the  
22 course of the next two years, I filed and was primarily responsible for  
23 approximately 40 such class actions against almost every major lender (including  
24 Chrysler, Ford, Nissan, Toyota and GMAC) doing business in California, all of  
25 whom had failed to comply with the deficiency provisions of Rees-Levering.

26         7. Since 2001, I have continued to expand my consumer class action  
27 practice while heading my own law firm. At this time, I would estimate I have  
28 litigated over 100 class action cases involving violations of the post-repossession

1 notice requirements of the UCC, under state retail installment sales acts, and other  
2 consumer protection laws. The resulting settlements in the post-repossession notice  
3 cases, have almost invariably resulted in full relief to class members. The National  
4 Association of Consumer Advocates has praised these settlements in California as a  
5 landmark in consumer advocacy.

6 8. Some examples of major consumer cases I have litigated include:

7 Ramirez v. Toyota Motor Credit Company (Alameda Superior  
8 Court), a national class action for Vehicle Leasing Act violations for  
9 TMCC's failure to adequately disclose the capitalized cost in leases to  
10 consumers, in which TMCC's potential exposure was in the billions of  
11 dollars.

12 Vann v. Fireside Thrift (San Francisco Superior Court), a class  
13 action challenging the forced-place insurance practices of Fireside Thrift  
14 in connection with automobile loans, in which Fireside's liability was in  
15 the millions.

16 Mortera v. Ford Motor Credit Company (Santa Clara Superior  
17 Court), a class action brought to remedy Ford Credit's failure to provide  
18 post-repossession notices in compliance with the Rees-Levering Act, in  
19 which summary judgment was obtained and Ford Credit forced to pay a  
20 multi-million dollar settlement to class members.

21 Wong v. Triad Financial Corporation (Los Angeles Superior Court),  
22 a class action brought to obtain an injunction to stop Triad Financial from  
23 impersonating police officers and making threats of arrest to tens of  
24 thousands of borrowers. As a result of this case, which gained significant  
25 media attention, Triad fired high-level personnel, stopped the offending  
26 practice, and closed its office in California.

27 Paris v. Westlake Financial Services, Inc. (Los Angeles Superior  
28 Court), a protracted class action litigation concerning violations of the

1 Rees-Levering Automobile Sales Finance Act; the settlement resulted in  
2 full relief for the class.

3 Willoughby v. DT Credit Corp. (Los Angeles Superior Court), a  
4 class action brought to remedy violations of the post-repossession notice  
5 requirements of the Rees-Levering Act; settlement resulted in the lender  
6 waiving \$100 million in deficiency balances of class members.

7 O'Neal v. Ford Motor Credit Company (San Diego Superior Court),  
8 also a Rees-Levering post-repossession notice class action, which settled  
9 with over \$200 million in deficiency balance waiver benefits to class  
10 members, and several million dollars in restitution.

11 Pryer v. DaimlerChrysler Financial Services, LLC (Riverside  
12 Superior Court), which was another Rees-Levering post-repossession  
13 notice class action resulting in several hundred million dollars in  
14 deficiency balance waivers and restitution available for class members.

15 Bruno v. Capitol One (Los Angeles Superior Court). A Rees-  
16 Levering post-repossession notice class action which settlement resulted in  
17 \$189 million in deficiency balance waivers for class members, and \$2.1  
18 million in restitution.

19 Gonzalez v. Fireside Bank (Los Angeles Superior Court). A Rees-  
20 Levering post-repossession class action which settlement resulted in  
21 \$298.6 million in deficiency balance waivers for class members.

22 Wimberly v. Triad Financial Corp. (Orange County Superior Court).  
23 Also a Rees-Levering post-repossession notice case, which involved  
24 plaintiff's victories on contested class certification and summary judgment  
25 motions, and finally, a settlement which waived approximately \$161  
26 million in deficiency balances on behalf of over 16,000 class members.

27 Baker v. GE Finance. (U.S. District Court, Northern District of  
28 California). This class action challenged GE Finance's post-repossession

1 notices in California. The settlement resulted in over \$44 million in debt  
2 relief to the class, plus restitution.

3 Clark v. Par, Inc. (U.S. District Court, Central District of  
4 California). This class action was brought against the largest auto  
5 repossession company in the United States, Par, Inc., alleging its failure to  
6 obtain appropriate repossession licenses. The case broke new ground in  
7 establishing that so-called “repossession forwarders” are subject to the Fair  
8 Debt Collection Practices Act.

9 Sanai v. Saltz, 170 Cal.App.4<sup>th</sup> 746 (2009). I drafted the appellate  
10 brief in this landmark consumer case, on the issue of federal preemption.  
11 Prior to the decision in Sanai v. Saltz, the courts had held for years that the  
12 federal Fair Credit Reporting Act preempted California’s Consumer Credit  
13 Reporting Agencies Act. The court of appeals ruled that no preemption  
14 existed, thus leaving California consumers finally free to seek relief under  
15 the state act, which is more consumer-friendly than the FCRA.

16 Strong v. Numerica Credit Union (Yakima County Washington  
17 Superior Court). This is a pending class action seeking over \$5 million in  
18 statutory damages on behalf of a class of Washington consumers who were  
19 issued defective UCC post-repossession notices by a credit union.

#### 20 PLAINTIFF’S LITIGATION COSTS

21 7. My law firm has incurred \$732.49 in litigation costs in this  
22 matter, as set forth in the expense report attached hereto as Exhibit 1.

#### 23 HOURLY BILLING RATE

24 8 . My 2016-2018 hourly billing rate was \$725.

25 9. I am familiar with the hourly rates charged by lawyers and law  
26 firms in the Los Angeles area for non-contingent civil litigation of  
27 comparable complexity. I know that my contemporaries with 28 years of  
28 experience at firms like Morrison & Foerster and other major firms bill at

1 rates ranging from \$800-\$1500 per hour. The 2012 “Real Rate Report”  
2 issued by TyMetrix, which is now outdated by several years, was produced  
3 by a company that manages and audits legal bills for corporate legal  
4 departments. The 2012 report found that partners at the top quartile of law  
5 firms nationwide charged an average of \$900 per hour. Furthermore, the  
6 average partner billing rate for all firms surveyed in major metropolitan  
7 markets (including California) was \$700. Information on this report can be  
8 found at the American Law Daily website, at  
9 <http://amlawdaily.typepad.com/amlawdaily/2012/04/report-rates-keep->  
10 [rising.html](http://amlawdaily.typepad.com/amlawdaily/2012/04/report-rates-keep-). Thus I believe that the hourly rates requested in this  
11 application are reasonable and representative of the rates charged by  
12 comparable lawyers in fees-for-services cases.

13 10. A Wall Street Journal article dated February 9, 2016 found that  
14 “A review of filings over the past three months in about two dozen  
15 bankruptcy cases shows that senior partners routinely charge between  
16 \$1,200 and \$1,300 an hour, with top rates at several large law firms  
17 exceeding \$1,400. Proskauer Rose LLP’s hourly partner billing rate has  
18 climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450,  
19 court papers show. Kirkland & Ellis LLP’s top hourly billing rate is now  
20 \$1,445. And rates at two firms—Akin Gump Strauss Hauer & Feld LLP  
21 and Skadden, Arps, Slate, Meagher & Flom LLP—peak at \$1,425 an  
22 hour.” The article also noted that in a survey of in-house legal  
23 departments by BTI Consulting Group, 38% of respondents had paid more  
24 than \$1,000 an hour for a lawyer, and the highest rate those in the survey  
25 paid was \$1,600 an hour. A true and correct copy of the WSJ article is  
26 attached hereto as Exhibit 3.

27 11. My hourly rates have been regularly approved by the courts. For  
28 example:



1  
2       • In January, 2017, in Tan v. Wheels Financial Group, Inc.,  
3 (Alternative Resolution Centers, ARC Case No. 78M4930), Judge Harvey  
4 Schneider, formerly of the Los Angeles Superior Court and the founder of  
5 the LASC complex litigation program, awarded me \$675 per hour in an  
6 individual consumer credit reporting case.

7       • My 2015 hourly rate of \$700 was approved as reasonable by the  
8 Hon. William Highberger of the Los Angeles Superior Court, in the matter  
9 of Jimenez v. AlaskaUSA Federal Credit Union, Case No. BC516470, on  
10 September 23, 2015.

11       • My 2015 hourly rate of \$700 was approved as reasonable by the  
12 Hon. Andre Birotte in the United States District Court, Central District of  
13 California, on February 2, 2015, in the case of Vitrano v. Santander  
14 Consumer USA, Inc., Case No. 2:13-CV-02492-AB-MRW.

15       • My 2014 hourly rate of \$700 was approved as reasonable by the  
16 Hon. Mary Strobel in the complex department of the Los Angeles Superior  
17 Court, on August 14, 2014, in the case of Wickremaratne v. Gateway One  
18 Lending & Finance, Los Angeles Superior Court Case No. BC 493061.

19       • My 2013 hourly rate of \$700 was approved as a reasonable market  
20 rate by the Hon. Gail Andler in the complex department of the Orange  
21 County Superior Court, in the case of Wimberly v. Triad Financial Corp.,  
22 Case No: 30-2008-00059511, by order and judgment dated July 22, 2013.

23       • My 2012 hourly rate of \$675 was approved as a reasonable  
24 market rate by Judge Sandra Armstrong of the United States District  
25 Court, Northern District of California, in the case of Baker v. GEMB  
26 Lending, Inc., (USDC Case No. CV10-05261 SBA), by order and  
27 judgment dated December 20, 2012.  
28



1       • My 2012 hourly rate of \$675 was approved as a reasonable  
2 market rate by Judge Jane L. Johnson of the complex department of the  
3 Los Angeles Superior Court, in the case of Walker v. Westlake Financial,  
4 (LASC Case No. BC 436725), by order and judgment dated April 10,  
5 2012.

6       • My 2011 hourly rate of \$650 was approved as a reasonable  
7 market rate by Judge Gregory Alarcon of the Los Angeles Superior Court,  
8 in the case of Bruno v. Capital One, (LASC Case No. BC 397149), by  
9 order and judgment dated July 29, 2011.

#### 10                               LODESTAR CALCULATION

11       12. I keep detailed, computerized time records for all of my clients.  
12 It is my practice to record time contemporaneously on computer software,  
13 and to enter time rounded up to the nearest one-tenth of an hour. The  
14 records from my software program reflect that I spent 129.3 hours on this  
15 matter. Applying my 2018 hourly rate of \$725, my lodestar is therefore  
16 \$93,742.50 through the date of filing this motion. Attached hereto as  
17 Exhibit 2 is a true and correct copy of my time records for this case kept  
18 on Harvest software.

#### 19                               LODESTAR MULTIPLIER

20       13. My firm, Robert Stempler, and Brandon Block took this case on  
21 a contingent basis, thus assuming the risk of not being paid at all, and  
22 resulting in an 18 month delay in payment. Because this case was hard-  
23 fought and significant amounts of time had to be blocked out to complete  
24 discovery and prepare for trial, I have turned down other viable cases in  
25 order to devote resources to this matter.

#### 26                               CASE HISTORY

27       14. Attached hereto as Exhibit 3 is a true and correct copy of the  
28 executed settlement agreement in this case.

1           15. Attached hereto as Exhibit 4 is a true and correct copy of a  
2 December 8, 2010 “Declaration of Due Diligence” filed in the case of  
3 Unifund v. Bidwal, Los Angeles Superior Court Case No. 10E14426.

4           16. Attached hereto as Exhibit 5 is a true and correct copy of a July  
5 6, 2010 collection letter produced by defendant Unifund in this action,  
6 which is addressed to plaintiff at his correct address in Union City,  
7 California.

8           17. Attached hereto as Exhibit 6 are true and correct copies of  
9 excerpts from the Quall Cardot LLP collection log on plaintiff Jagdeep  
10 Bidwal’s account, produced by defendant Matthew Quall in this action.

11           18. I have reviewed the public court files in Unifund v. Bidwal, Los  
12 Angeles Superior Court Case No. 10E14426, which reveals that between  
13 May, 2012 and July, 2015, the defendant collection lawyers continued  
14 “serving” documents to Jagdeep Bidwal at his old Los Angeles address on  
15 Kester Avenue, *after* their own skip tracing revealed on May 14, 2012 that  
16 Bidwal actually lived in San Ramon, California. Those documents  
17 included:

- 18           • An October 11, 2012 memorandum of costs.
- 19           • A March 18, 2013 bank levy.
- 20           • A January 12, 2015 firm change of address.

21           19. Attached hereto as Exhibit 7 are true and correct copies of  
22 excerpts from the Unifund collection log on plaintiff Jagdeep Bidwal’s  
23 account, produced by defendant Unifund in this action.

24           20. Attached hereto as Exhibit 8 is a true and correct copy of a June  
25 5, 2017 settlement offer letter I sent to defendant Matthew Quall, before he  
26 had hired counsel. I did not receive a response.

1           21. Attached hereto as Exhibit 9 is a true and correct copy of a  
2 December 21, 2017 email I received from counsel for the EDP defendants,  
3 Steven Nimoy.

4           22. Attached hereto as Exhibit 10 is a true and correct copy of a  
5 January 8, 2018 email I sent to counsel for the EDP defendants, Steven  
6 Nimoy. I did not receive a response.

7           23. Attached hereto as Exhibit 11 is a true and correct copy of a  
8 January 16, 2018 letter (with exhibits are omitted for brevity), which I  
9 received from Tomio Narita, counsel for the Unifund/Quall defendants.

10           24. Attached hereto as Exhibit 12 is a true and correct copy of an  
11 April 23-24, 2018 email exchange between me and Tomio Narita, counsel  
12 for the Unifund/Quall defendants. I received no settlement counteroffer  
13 from defendants to my April 24, 2018 email.

14           25. On May 23, 2018, I had a telephone conference call with Susan  
15 Appel, Unifund's in-house counsel since 2004, and another Unifund in-  
16 house lawyer, Trudy Weiss. I explained to these lawyers that I believed  
17 there was no defense to Mr. Bidwal's case based on "bona fide error,"  
18 principally because of the November 11, 2016 Unifund log entry admitting  
19 it was given documents proving the bad service address, but nevertheless  
20 instructed its lawyers to try to extort exactly the amount of the unlawful  
21 bank levy from plaintiff. See Exhibit 7 hereto. I also explained some of  
22 the details that showed that Mr. Bidwal had suffered emotional distress as  
23 a result of the levy and unlawful judgment. These lawyers said they would  
24 consider what I had said, but never made any settlement offer. The parties  
25 proceeded to mediation, which Ms. Weiss attended as Unifund's  
26 representative, and the mediation failed.

27           26. On June 14, 2018, the parties attended mediation in San  
28 Francisco. The process server defendants, Ascorra and Williams, failed to

1 appear personally, despite having being specifically ordered to do so in  
2 April, 2018. Right before the mediation began, Unifund's process server  
3 appeared and served Mr. Bidwal personally with the summons and  
4 complaint in the state court action, apparently to deliver an intimidating  
5 "message." In my opinion, this reckless tactic created bitterness that  
6 impeded reaching a settlement that day.

7 27. Attached hereto as Exhibit 13 is a true and correct copy of a  
8 settlement email exchange in July, 2018 between me and defense counsel  
9 Tomio Narita.

10 28. Attached hereto as Exhibit 14 is a true and correct copy of the  
11 settlement agreement which plaintiff reached with defendant Jacobbi  
12 Williams in this matter.

13 29. Attached hereto as Exhibit 15 is a true and correct copy of a  
14 settlement email exchange dated September 14, 2018, between me and  
15 defense counsel Tomio Narita.

16 30. Attached hereto as Exhibit 16 is a true and correct copy of a  
17 September 29, 2016 writ of execution filed by the Unifund/Quall  
18 defendants in the state court debt collection case.

19 Executed on January 28, 2019. I declare under penalty of perjury  
20 under the laws of the State of California that the foregoing is true and  
21 correct.

22  
23 /s/ Alexander B. Trueblood

24 Alexander B. Trueblood  
25  
26  
27  
28